

Terms of Usage for IBackup

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*Exhibit 4*IBackup[®]

Flexible storage solutions for the Internet age

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COMPANY

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SECURITY

TERMS

SUPPORT



PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE REGISTERING AND USING THE IBACKUP SERVICE:

You have selected to register for use of the Pro Softnet IBackup file storage service (the "Service"). The Service is provided to you under the terms and conditions set forth in these Terms and Conditions of Use ("Agreement").

1. Description of Services
2. Conditions of Use
3. Registration Information/Credit Card Charges
- 3a. Use of IP Addresses
- 3b. Automatic conversion of Trial to Paid Accounts
4. Account and Password
5. Security of Stored Data and Files
6. Content of Stored Data and Files
- 6a. Backups of your data
7. Disclaimer of Warranties
8. Limitations of Liability
9. Indemnification
10. Termination
11. Notices
12. Severability
13. Modifications to this Agreement
14. Miscellaneous

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To read our Service Agreement for V Platform, please click button below



Subject to Pro Softnet's acceptance of Your registration and Your compliance with the terms and conditions of this Agreement, Pro Softnet will provide You with the following service (the "Basic Service"):

- (a) Pro Softnet will establish one (1) online storage and online backup account in Your name on the Pro Softnet servers (the "Account");
- (b) Pro Softnet will initially allow you to store up to a total of 5000 megabytes of data files in your Account on a trial basis for 15 days if the trial option is chosen, or will allow you to store up to a limit higher than the trial offer depending on the user's choice among the provided storage options for a subscription fee, including the ability to create sub-accounts for other parties to have access to sections of the account; and
- (c) Pro Softnet will allow You to retrieve data files from Your Account; and
- (d) If sub-accounts are created by the main account holder, the main account holder is responsible for all the actions arising from the sub-account holders, and will make sure that all the terms and conditions described here are adhered to by the sub-account holders.

(e) In Your use of the Service, you are responsible for providing the following: (i) all equipment, such as a computer and modem, necessary to access the World Wide Web; (ii) Your own access to the World Wide Web; and (iii) payment of all telephone or other fees associated with such access. Please note IBackup provides an extensive range of services. It is possible that one or more of these services may not be available at certain times. Please see the home page to get current status on the services.

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2. Conditions of Use

You are solely responsible for the content of all data You store or retrieve from, or attempt to store or retrieve from, Your Account and the Public Folders and for all transmissions by You from and to Your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You will: (a) not use the Service for any illegal purposes; (b) not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise

http://www.ibackup.com/terms_new.htm

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